

A. G. Contract No. KR92-2538-TRN
ECS File: JPA-92-95
City of Tempe File: .
Project: NH-10-3(310)
Section: SR 360 TI-Baseline Rd.
City of Tempe Contract: C92-151

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into 4 January, 1993
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TEMPE, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter, Section 103 to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the City.

3. Incident to the State's reconstruction of Interstate
10 (I-10) and SR 360 Traffic Interchange (TI), the City
requests and the State agrees to design and construct a 21"
sanitary sewer on Priest Drive, at the City's expense,
estimated at \$73,717.00, herein referred to as the "Project".

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17313</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/04/93</u>
<u>Richard H. Hoxey</u> Secretary of State
By <u>Wm. V. Greenwald</u>

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City for \$7,017.00, the estimated cost for design of the Project, as shown on Exhibit "A", attached hereto and made a part hereof.

b. Prepare plans and specifications for the design and construction of the Project. Submit to the City for review and comment.

c. Call for bids and award one or more construction contracts, administer same and make all payments to the contractor. Be responsible for contractor claims for delays or whatever reason, attributable to State on the State project.

d. Prior to the award of a construction contract, invoice the City \$66,700.00, the estimated cost for the construction of the Project, as shown on Exhibit "B", attached hereto and made a part hereof.

e. Upon completion of the Project, provide a detailed accounting and a final invoice to the City.

2. The City will:

a. Be responsible for actual costs associated with the design and construction of the Project.

b. Upon execution of this agreement and receipt of an invoice, remit to the State \$7,017.00, for the estimated cost of design of the Project.

c. Prior to the award of a construction contract and the receipt of an invoice, remit to the State \$66,700.00, the estimated cost for the construction of the Project.

d. Be responsible for all contractor claims for delays or whatever reason, attributable to the City.

e. Upon completion of the Project, receipt of a detailed accounting and final invoice from the State, remit any balance due.

f. Upon completion and acceptance of the Project, maintain the sanitary sewer.

g. Provide for city inspection of the sewerline, as required, in accordance with the construction work schedule for the sewerline.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tempe
City Manager
P. O. Box 5002
Tempe, AZ 85281

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

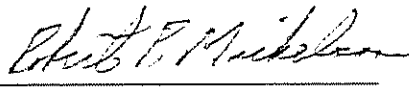
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF TEMPE

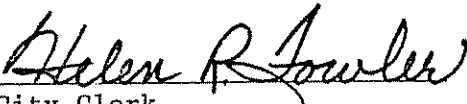
STATE OF ARIZONA

Department of Transportation

By 
HARRY E. MITCHELL
Mayor

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest:

By 
City Clerk

STANLEY CONSULTANTS OF ARIZONA, INC.

PHOENIX - CASA GRANDE HIGHWAY
I-10/SUPERSTITION FREEWAY T.I.
I-10/BASELINE ROAD T.I.

SEPTEMBER 18, 1992

Contract No. 87-55
Project No. IR-10-3(311) PE
TRACS No. R-0142-010

Contract Modification No. 28

DERIVATION OF COST PROPOSAL

Classification	Estimated Manhours	Avg. Hourly Rate	Labor Costs	
Project Principal	0	\$35.00	\$0	
Project Manager	6	\$33.00	\$198	
Project Engineer	20	\$25.50	\$510	
Engineer/Designer	36	\$19.00	\$684	
Technician/Drafter	56	\$14.25	\$798	
Secretary/Clerical	0	\$8.50	\$0	
Surveyor	0	\$12.45	\$0	
	118			
Total Estimated Labor			\$2,190	EC10
Overhead - Maximum and Provisional	150%		\$3,285	EC20
Sub-total			\$5,475	\$5,475
ESTIMATED DIRECT EXPENSES				
Item			Total	
Reprographics				
Blueprints (30 sheets @ \$0.40)			\$12.00	
11" x 17" Xerox			\$0.00	
Shacho Vellums (0 sheets @ \$10.00 per sheet)			\$0.00	
CADD (60 hours @ \$15.00)			\$900.00	
Miscellaneous			\$0.00	
Total Estimated Expenses			\$912.00	\$912 EC30
ESTIMATED OUTSIDE SERVICES AND CONSULTANTS				
T.Y. Lin, International	\$0	CPNF		
Stanley Consultants, Inc.	\$0	CPNF		
Wells Engineers, Inc. (DBE)	\$0	CPNF		
Thomas-Hartig and Associates	\$0	CPNF		
CH2M-Hill	\$0	CPNF		
Sakato & Sakato (DBE)	\$0	CPNF		
TOTAL ESTIMATED OUTSIDE SERVICES			\$0	EC40
TOTAL ESTIMATED COST TO CONSULTANT			\$6,387	
NET FEE	11.50% Multiplier		\$630	EC50
TOTAL ESTIMATED COST			\$7,017	

EXHIBIT A



Revised 9/12/92 Job No. 10591

Page No.

Computed by M. R. GRISE

Date 9/14/92

Subject I-10 Superstation Unit 1

Checked by RGP

Date 9/14/92

21" VCP Sewer Priest Drive

Reviewed by

Date

Preliminary Cost Estimate

Approved by

Date

Sheet No. 1 of

21" VCP SANITARY SEWER PRIEST DR
FROM *STATION 37+00 to STA 47+00

* STATIONING DEPICTED ON COT CONCEPTUAL
PLANS.

PRELIMINARY CONSTRUCTION COST EST.

SANITARY SEWER LENGTH

7 STATIONS = 700 LF 21" VCP @ \$60.00/LF \$42,000.00

3 SANITARY SEWER MANHOLES @ \$2000.00 EA \$6,000.00
STANDARD

2 SPECIAL SEWER MANHOLES @ \$5000.00 EA 10,000.00

SUB - TOTAL

\$58,000.00

15% CONSTRUCTION ENGINEERING

\$8,700.00

TOTAL

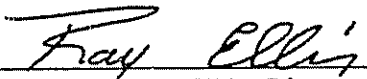
\$66,700.00

EXHIBIT B

RESOLUTION

BE IT RESOLVED on this 21st day of September 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tempe for the purpose of defining responsibilities for the design and construction of a 21" sanitary sewer on Preist Drive, incident with the construction of Interstate 10 and SR 360 Traffic Interchange.

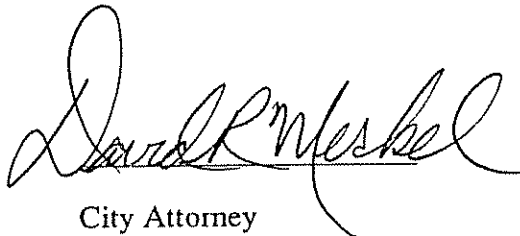
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN, Director
Arizona Department of
Transportation

APPROVAL OF THE TEMPE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TEMPE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13th day of Nov, 1992.


City Attorney

RESOLUTION NO. 92.69

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA, AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE STATE OF ARIZONA, DEPARTMENT OF
TRANSPORTATION

* * * * *

WHEREAS, with the reconstruction of the Interstate 10/State
Route 360 Traffic Interchange and the Baseline Road/Interstate 10 Traffic
Interchange, the City of Tempe requests that the existing 21" sanitary
sewer on Priest Drive be reconstructed, and

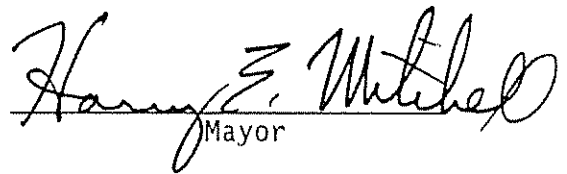
WHEREAS, the Arizona Department of Transportation has prepared
an agreement setting forth the provisions and responsibilities for
inclusion of said improvements in their project, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF TEMPE, ARIZONA, as follows:

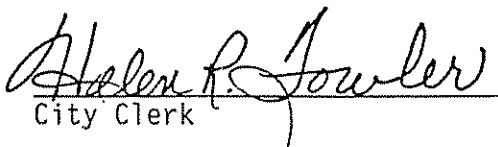
That the Mayor of the City of Tempe, hereby be authorized to
execute an agreement with the Arizona Department of Transportation setting
forth the provisions and responsibilities for reconstruction of the
existing 21" sanitary sewer on Priest Drive in conjunction with the
reconstruction of Interstate 10/State Route 360 Traffic Interchange and
the Baseline Road/Interstate 10 Traffic Interchange, Project No. 926451.

Resolution No. 92.69
Page Two

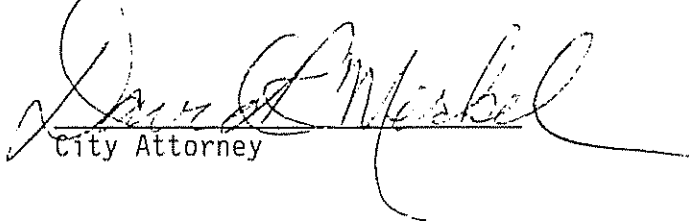
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA
this 22nd day of October, 1992.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

JRP:11

CERTIFICATION

I, Helen R. Fowler, the duly appointed City Clerk for the City of Tempe, Maricopa County, Arizona, do certify the attached to be a true and exact excerpt of the Minutes of the Regular City Council Meeting of October 22, 1992, of the City of Tempe, Arizona.

Dated this 17th day of November, 1992.

A handwritten signature in cursive script, reading "Helen R. Fowler", written over a horizontal line.

Helen R. Fowler, CMC
City Clerk

wellness program to CIGNA Healthplan of AZ, Inc. for an estimated expenditure of \$42,000.

- *27. PURCHASES (1004-01) Bid #93-0039 Awarded Contract #92-147 for water conservation kits to Niagara Conservation Corporation for an annual estimated expenditure of \$18,858, including applicable taxes.
- *28. PURCHASES (1004-01) Bid #93-0032 Awarded Contract #92-148 for water meters to low bidders as listed below for a total estimated annual expenditure of \$54,536.32:

<u>Groups</u>	<u>Vendor</u>	<u>Approx. Annual Expenditure</u>
1,2 & 3	Parkson	\$ 47,926.44
4 & 6	Sensus Technologies	5,467.48
5	Badger Meter Co.	1,142.40

- *29. PURCHASES (1004-01) Bid #93-0022 Awarded Contract #92-149 for fire truck to Canyon State Emergency Products for \$420,288.75, including applicable taxes.
- *30. PURCHASES (1004-01) Bid #93-0017 Awarded Contract #92-150 for laptop computers to GRiD Systems for an estimated first year expenditure of \$89,350.58, including applicable taxes.

C. ORDINANCES FOR INTRODUCTION

- *31. ABANDONMENT (0901) ORDINANCE NO. 92.46 A public hearing was set for November 12, 1992 for the abandonment of a waterline easement located within the Knoell Tempe Center, 2145 E. Baseline Road.

D. ORDINANCES FOR ADOPTION

- **32. EASEMENTS GRANTED (0904-02) ORDINANCE NO. 92.44 Held a public hearing and adopted an ordinance authorizing the conveyance of an easement to the City of Phoenix for the realigned four-city sewer line through City owned property known as Linear Park.

E. RESOLUTIONS

- *33. ARIZONA DEPARTMENT OF TRANSPORTATION (0107-01) RESOLUTION NO. 92.69 Adopted a resolution authorizing execution of an agreement (Contract #92-151) with the State of Arizona, Department of Transportation, setting forth conditions for reconstruction of a 21" sanitary sewer in conjunction with the Interstate 10/State Route 360 Traffic Interchange and Baseline Road/Interstate 10 Traffic Interchange, Project No. 926451. The City of Tempe is responsible for the total costs for design and construction estimated at \$73,717 which will be transferred from Sewer

Reconstruction funds.

- *34. **SIDEWALK UPGRADING/MAINT/CONST (0809-12) RESOLUTION NO. 92.70** Adopted a resolution ordering construction of sidewalks on Apache Boulevard from Price Road to the East City Limits, Project No. 876183E, and set Thursday, December 10, 1992 at 8:00 PM as the date and time for a public hearing to hear property owners not complying with this Council order.

F. MISCELLANEOUS DEPARTMENTAL REPORTS

- *35. Section 8 Existing Housing Program Monthly Report - September, 1992
*36. Building Construction Activity Report - September, 1992
*37. Property Conservation Report - September, 1992

NON-CONSENT AGENDA

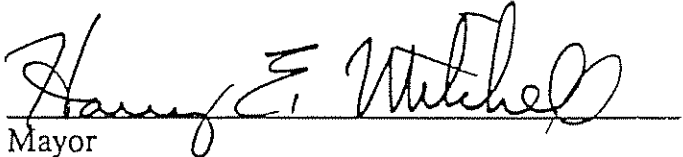
- A. MISCELLANEOUS
B. AWARD OF BIDS
C. ORDINANCES FOR ADOPTION
D. RESOLUTIONS

COUNCILMEN'S BUSINESS

SCHEDULED PUBLIC APPEARANCES


UNSCHEDULED PUBLIC APPEARANCES - No Action to be taken

Meeting adjourned at 8:10 p.m.



Mayor

ATTEST:



City Clerk



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

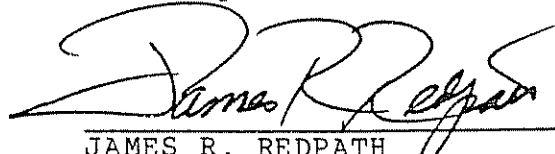
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2538-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16th day of December, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section